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ADOPT-A-REST AREA/VISIBILITY SITE PROGRAM

ADOPTION AGREEMENT

The Massachusetts Highway Department, an agency of the Commonwealth of Massachusetts, hereafter the Department, and

_____ of

_____, hereafter called the Adopt Group, recognize the need and desirability for attractive and well keep Rest Areas and Roadside Visibility Sites do hereby enter into an agreement to allow the Adopt Group to participate in an expandable program of beautification and maintenance in Designated Roadside Safety Rest Areas and Roadside Visibility Sites.

I. THE ADOPT GROUP AGREES TO ADOPT THE REST AREA(S) AND/OR VISIBILITY SITE(S) DEFINED AS:

1. _____ on Auto Route No. _____ in the Town/City of _____

and

2. _____ on Auto Route No. _____ in the Town/City of _____

and

3. _____ on Auto Route No. _____ in the Town/City of _____

for the purpose of beautifying and/or maintaining said area(s) for a period not to exceed the length of this agreement. The agreement shall remain in effect for a One year period, beginning the _____ day of _____, 19_____ and ending the _____ day of _____, 19_____. The Adopt Group or the Department may terminate this agreement for any reason upon thirty days notice.

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II. THE ADOPT GROUP AGREES TO:

1. provide any or all, but not necessarily limited to, the following services:

   a. Litter Control
   b. Beautification/Landscaping
   c. Mowing and Trimming
   d. Vegetation Management
   e. Repairs/Improvements
   f. Tourist Information

2. provide any materials and/or supplies for plantings, repairs or new construction, which shall be approved by the District Highway Director, or his designee prior to the initiation of work;

3. perform services in accordance with Department requirements and guidelines for the Adopt-A-Rest Area/Visibility Site Program and appropriate sections of the Massachusetts Manual on Uniform Traffic Control Devices (MUTCD);

4. conduct and attend safety meetings prior to beginning work on the Program;

5. perform work only in daylight and during good weather conditions, with prior notice given to the District Highway Director, or his designee;

6. ensure that all participants wear safety vests and appropriate clothing when working in close proximity to the highway or rest area service roads;

7. ensure that only such persons participate as are determined by the Adopt Group to be sufficiently responsible to safely participate in Adopt-A-Rest Area/Visibility Site activities, but in no case shall the participants be less than 15 years old for Adopt-A-Rest Area locations and 11 years old for Visibility Site locations;

8. ensure that for children participating in Adopt-A-Rest Area/Visibility Site activities, there is at least one adult supervisor for every four children between the ages of 11 and 15 and at least one adult supervisor for every six children between the ages of 15 and 17;

9. ensure that every participant or their legal guardian signs a copy of the attached release form.

III. THE DEPARTMENT SHALL:

1. provide Adopt-A-Rest Area/Visibility Site signs, including fabrication and installation, in the areas for non-profit Adopt Groups. Adopt-A-Rest Area/Visibility Site signs for corporations and/or profit-making organizations are to be furnished at their own expense. The Department will provide for the installation only of such signs;

2. provide safety vests, traffic control signs (where appropriate) and large plastic bags (for trash removal);

3. supply certain other materials to assist the Adopt Group at the discretion of the District Highway Director, providing such materials are readily available;

4. provide pick-up of trash and piled roadside vegetation;

5. provide back-up support (i.e. cutting flowerbeds, heavy clean-up of vegetation, watering, etc.) where deemed necessary by the District Highway Director;

6. provide initial safety training including literature and audiovisuals.

IV. **THE ADOPT GROUP** agrees that it will indemnify and hold harmless the Department and its employees from any claims, loss, damage, expenses and/or injuries arising out of any act or omission by the Adopt Group during the performance of the agreement, except that neither the Adopt Group nor its members shall be liable under this provision for damages arising out of injury or damage to persons or property resulting from the sole negligence of the Department or its employees.

V. **THE DEPARTMENT** will sanction the Rest Area(s) and/or Visibility Site(s) selected for adoption. Should two or more applicants apply to perform the same services, at the same site, priority shall be assigned to that organization which demonstrates the ability to best perform the service as required by the Department. If petitioning organizations demonstrate equal ability, priority shall be granted to the local applicant. Any questions or disputes that may arise under this agreement will be decided by the Department and its final decision shall be conclusive upon the parties to this agreement. The agreement is not transferrable or assignable in whole or in part without written consent of the Department.

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In witness whereof, the parties hereto have executed this agreement on this the _____ day of _____, 19_____. The Adopt Group's Representative certifies that they posses the authority to execute this agreement on behalf of the Adopt Group.

_____
Name of Adopt Group

MASSACHUSETTS HIGHWAY DEPARTMENT

By: _____

By: _____
District Highway Director

Title: _____

Date: _____

(A copy of the Adopt Group Representative's authority for signing, whether in form of an authorizing vote of the organization or a provision of the by-laws must be attached)